



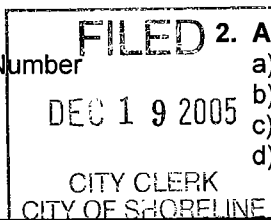
C-05-011
Contract # ~~3540~~ 3549
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents



2. Amendments/Change Orders

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original amendments/change orders
- d.) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Rob Beem

Department/Division: Human Services

Date: 12/6/2005

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☐ (I) Intergov't Agreement
☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☒ (S) Purchase of Services (all types)

CONTRACT TITLE: Primary Public Defense

Brief Description of Services: Representation of indigent or nearly indigent individuals charged with crimes by the City of Shoreline

Contract Modification: Has the original contract boilerplate language been modified? ☒ N ☒ Y If yes, list which sections have been modified. Sect #5, 7, 8, 2, 3

Bid/RFP Number: 3549

Name of Consultant/Contractor The Schlotzhauer Law Group PS

Effective Date: 1/1/2006

Termination Date: 12/31/06

Total Amount of Contract: \$130,000

OrgKey # & Object # 2104030-541000

(including reimbursable expenses)

J/L # (if required) _____

Is there sufficient funds in the current budget to cover this contract? ☒ Y ☐ N If no, from where are the additional funds coming? _____

Payment Terms (monthly installments, progress payments, etc.): Monthly

Remarks: This contract may be extended for an additional 4 one year terms

SIGNATURE ROUTING:

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☐ 4. Send to Consultant for signature (only send contract documents)
- ☒ 5. City Council Approval (if required)

DT 12/7/05
12/13/05
complete
11/28/2005
(mo/day/year)

- ☒ 6. City Manager (if required)
- ☐ 7. Dept. Director (if authorized)
- ☐ 8. City Clerk
- ☐ 9. Purchasing

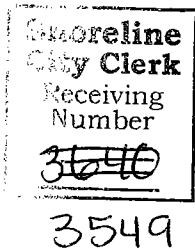
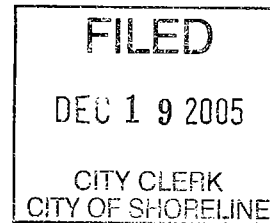
Date

12/16/05
12-19-05



Contract No. 3640

Brief Description: Primary Public Defense



CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and The Schlotzhauer Law Group, PS, hereinafter referred to as the "ATTORNEY."

WHEREAS, the City desires to retain the services of a attorney to provide for primary public defense of indigent and nearly indigent individuals charged with crimes by the City of Shoreline and

WHEREAS, the City has selected The Schlotzhauer Law Group, PS to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Attorney.

The Attorney shall perform the services outlined in Exhibit A. In performing these services, the Attorney shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of one hundred thirty thousand dollars (\$130,000.00), including all fees and reimbursable expenses without prior authorization from the City. Should this contract be renewed pursuant to the terms and conditions of paragraph 3.B. infra, compensation will be adjusted for inflation upon such renewal effective the first day of each calendar year beginning 1/1/2007 by the same percentage increase granted to the City's salaried employees for a cost of living adjustment.
- B. The City shall pay the Attorney for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Attorney shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Attorney shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence January 1, 2006 and ends at midnight on the 31st day of December, 2006.
- B. This agreement may, at the City's sole discretion through the City Manager, be extended for four additional one year terms upon 90 days written notice to the Attorney.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving ninety (90) days notice to Attorney in writing.

- B. In the event this Agreement is terminated by the City, the Attorney shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Attorney. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Attorney reserves the right to terminate this Agreement with not less than ninety (90) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Attorney is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, recordings and other products or materials produced by the Attorney in connection with the services rendered under this agreement shall be considered confidential client files.
- B. All services performed under this Agreement will be conducted solely for the benefit of the accused and will not be used for any other purpose without written consent of the accused.
- C. The Attorney shall preserve the confidentiality of all City documents and data accessed for use in Attorney's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.

6. Independent Contractor Relationship.

- A. The attorney is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Attorney and the City during the period of the services shall be that of an independent contractor, not employee. The Attorney, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Attorney shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Attorney shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Attorney is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Attorney or any employee of the Attorney.

7. Hold Harmless.

The Attorney shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Attorney, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the negligence of the City.

8. Insurance.

Attorney shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Attorney's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Attorney's insurance (except for professional liability insurance); and 2) Attorney's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability insurance appropriate to Attorney's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

_____ City Attorney

9. Delays.

Attorney is not responsible for delays caused by factors beyond the Attorney's reasonable control. When such delays beyond the Attorney's reasonable control occur, the City agrees the Attorney is not responsible for damages, nor shall the Attorney be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Attorney shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Contact Name: James H Schlottzauer
Name of Firm: The Schlottzauer Law Group, PS
Address: 1001 Fourth Ave, Suite 3200
Address: Seattle, Washington 98154
Phone Number: 206-624-1533

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be Robert Beem, Human Services Manager.

15. Severability.

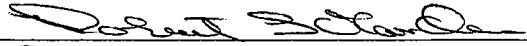
Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Attorney, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.


This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

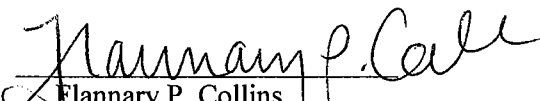
CITY OF SHORELINE

By: 
Name: Robert L. Olander
Title: Shoreline City Manager
Date: 12/16/05

ATTORNEY

By: 
Name: James H Schlottzauer
Title: President
The Schlottzauer Law Group, PS
Date: 11/21/05

Approved as to form:

By: 
Flannery P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C

Exhibit A
Scope of Service Primary Public Defense Services

The Attorney will provide legal representation for indigent or nearly indigent individuals charged with misdemeanor or gross misdemeanor offenses by the City of Shoreline's prosecuting attorney. The court assigns cases after the City's representative completes screening for indigence. This representation includes but is not limited to:

- Arranging pre-hearing conferences
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion Hearings
- Readiness Hearings
- Bench and Jury Trials
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Trial preparation
- Conducting trial representation
- Other work essential to providing ordinary legal representation for the accused after the Court's Order Appointing Counsel is presented up to and including initial conclusion of the matter.

The Attorney will provide an adequate number of defense counsel to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to represent defendants during vacation and illness.

Counsel associated, employed or contracted with the Attorney shall have the authority to perform the services set forth in the Scope of Services. The Attorney and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice of law pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar. Individuals with the necessary education to provide legal representation under the Attorney's direct supervision pursuant to "Rule 9" are allowed to provide representation under this scope of services.

The Attorney shall be responsible for this agreement notwithstanding that other counsel may be employed or associate with the Attorney to perform services hereunder. The Attorney shall actively supervise associated and employed counsel through the term of the Agreement, and during any renewal and extensions, to ensure that all cases are promptly and effectively handled from the time of appointment until the conclusion of the Attorney's representation of assigned clients.

The Attorney will represent all assigned defendants unless the Rules of Professional Conduct prohibit representation. When the Rules of Professional Conduct prevent representation by the Attorney, the client shall be referred back to the court for assignment to the City's Conflict Defense Attorney for future legal representation.

The Attorney will provide the Shoreline Police Department a telephone number at which the Attorney can be reached for providing advice to defendants during the course of police investigations.

The Attorney will also provide at its expense an introduction letter to each client at the beginning of representation. This letter will advise the client of his/her responsibilities, how to contact the attorney assigned to the case and when to do so.

The Attorney will provide monthly progress reports to the City showing client name, client offenses, case numbers(s), hearing dates and outcomes. The Attorney will be available at least quarterly to consult with the City's representative to review performance, to develop and monitor performance benchmarks and to review issues of common concern. The Attorney will be available to city and court personnel to participate in discussions about court operation and judicial function.

Representation will extend through initial disposition of the client's matter. Upon conclusion of the Attorney's contractual relationship with the City, all cases assigned prior to the contract term expiration, including those which have not reached resolution, initial or otherwise, shall be transferred to the new service provider as efficiently and practicably as possible, and within the guidelines and restrictions of the Rules of Professional Conduct. Cases in progress at the contract expiration or termination will be compensated at one hundred-forty (\$140.00) per hour until completed or transferred to the new service provider, whichever is most efficient and simultaneously allows for the protection of the rights of the accused.

Availability of "critical state advice to clients" will be available on a 24-hour a day basis. Representation will be available on a regular basis at the King County District Court, East Division, Shoreline Courthouse.

The City shall provide the Attorney, at no cost to the Attorney or the defendant, one copy of all discoverable material conserving each assigned case. The material shall include, where relevant, a copy of the abstract of the defendant's driving record and defendant's case history (DCH).

The City shall provide the Attorney, at no cost to the Attorney, one copy of the Shoreline Municipal Code and any amendments adopted during the term of this contract.

Compensation for these services shall be the sum of:

1. A flat rate of ten thousand dollars (\$10,000) per month for the provision of all services in the scope of services, up to initial resolution of matters assigned, including as many as six appeals to the King County Superior Court or to the Washington State Court of Appeals, plus
2. Fifty dollars (\$50.00) per case assigned subsequent to initial resolution and prior to completion of a defendant's probationary requirements, exclusive of appeals.
3. Fifty dollars (\$50.00) per phone call, not to exceed one – thousand two hundred dollars (\$1,200) annually, for telephone conversations held outside normal business hours pursuant to "critical stage advice" requirements.
4. Seventy dollars (\$70.00) per hour for the seventh and subsequent appeal in any calendar year.
5. The direct cost of transcriptions.
6. An additional fee of two hundred fifty dollars (\$250.00) per half day of court operation in excess of the regular court schedule in effect as indicated on January 1, 2006.

7. An additional fee of one-hundred and fifty dollars (\$150.00) per half day if additional days of court operation routinely (i.e. permanently) require the presence of a public defender.

In no case shall the total compensation under this contract exceed \$130,000 without the prior written notification of the City by the Contractor, and an approved contract amendment pursuant to paragraph 16.

**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____ **Invoice Date:** _____

Amount of Invoice \$ _____

Contract Expiration Date:: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, \$ _____
(including amendments)

Previously Billed \$ _____

Current Invoice Request \$ _____

Total Payments Requested to date \$ _____

Contract Balance Remaining \$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Attorney Signature

For Department Use Only

Approved for Payment:

City of Shoreline

Date: _____

EXHIBIT C
CITY OF SHORELINE
17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # _____ - _____ - _____

SS # _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)

The Schlotzhauer Law Group*James Harlow Schlotzhauer, Esq.**Janelle Peterson, Esq.**Christopher Martin, Esq.*

1001 Fourth Avenue Plaza, Suite 3200
Seattle, Washington 98154
Telephone: 206-624-1533
Facsimile: 206-624-8959

Kim Hanson, Paralegal

15 October 2005

Robert Beem
Human Services Manager
City of Shoreline
17544 Midvale Avenue North, Suite 100
Shoreline, WA 98133-4921

Re: Public Defense Service Proposal

Dear Mr. Beem:

The Schlotzhauer Law Group is pleased to respond to the City of Shoreline's request for proposals to provide public defense services. We have assisted certain indigent members of your community since the City's inception in 1995. We strive to provide the highest quality legal services available to all of our clients, and look forward to the opportunity to continue to provide such services to your community.

Given our public defense experience with Shoreline and other cities, our understanding of the services to be provided include the following:

1. Twenty-four hour telephone availability to people arrested by City police or under authority of a City warrant;
2. Arranging pre-hearing conferences;
3. Preparing and arguing evidentiary hearings;
4. Scheduling trials;
5. Preparing pleas and pleadings;
6. Counseling clients;
7. Conducting research;
8. Trial preparation;
9. Trials, both bench and jury;
10. Sentence preparation and representation at sentencing hearings;
11. Appeals to the King County Superior Court.

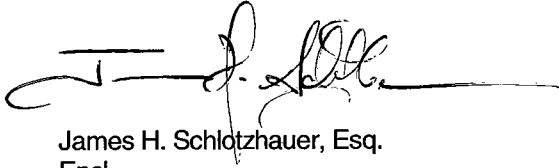
Pursuant to your submittal requirements, please find enclosed four unbound copies of our response to your RFP, including one original. Service provision is anticipated within the current court schedule as outlined by our prior discussions with your prosecuting attorney's office and your police department. A fee structure accommodating potential scheduling changes is provided.

This proposal is effective for sixty (60) days after the date of submission, pending mutual agreement to all negotiated terms within a final contract.

The only individual authorized to make representations for this office is myself, James H. Schlotzhauer, as president and owner. I can be reached at the above listed address and/or telephone numbers, or in the alternative, on my cellular telephone at 206-890-6669.

Thank you for considering our organization. We look forward to continuing our longstanding relationship with your community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James H. Schlotzhauer", with a long horizontal flourish extending to the right.

James H. Schlotzhauer, Esq.
Encl.

QUALIFICATIONS AND FIRM PROFILE

The Schlotzhauer Law Group is a vibrant legal practice dedicated to providing high quality, reasonably priced legal representation in local, state and federal courts. Established in 1993 by James Harlow Schlotzhauer, the Schlotzhauer Law Group has continually emphasized criminal defense as its primary area of expertise. As of 1998, 100% of the firm's practice is restricted to criminal defense: Currently the firm provides public defense services to the cities of Shoreline, Burien, Covington, North Bend, Tukwila, Newcastle, Kenmore and Lake Forest Park. We have been providing public defense services to the City of Shoreline since 1995.

Our professional environment is fostered by our own lack of bureaucracy. By maintaining our small size, we are able to avoid the duplicative work and unnecessary costs often identified with larger firms and agencies. Our efficiency results in lower overhead, which in turn results in reduced costs to our clients. Although we are a small firm, clients will find that The Schlotzhauer Law Group is extremely responsive to their needs, and provides a full range of high quality legal services within our practice area.

ATTORNEYS

The following are brief profiles of the attorneys associated with the firm:

James Harlow Schlotzhauer, Esq., graduated Fordham University in New York City in 1986 with a degree in Medieval History. A native of the Hudson Valley region of New York State, Mr. Schlotzhauer graduated Union University's Albany Law School in Albany, New York in 1991. He relocated to Seattle and began work with the King County Prosecuting Attorney's Office as a Special Deputy Prosecutor for the District Court Unit immediately thereafter. Mr. Schlotzhauer remained with King County until May of 1993, when he founded the Schlotzhauer Law Firm in Seattle. 100% of Mr. Schlotzhauer's practice is limited to criminal defense in appellate, superior, district and municipal courts. He currently provides public defense services for the City of Shoreline and the City of Lake Forest Park, and provides limited public defense services to the cities of Burien, Covington, Newcastle, North Bend, Kenmore and Tukwila. Mr. Schlotzhauer currently resides in the Ravenna neighborhood in Seattle. His resume may be found at the end of this proposal.

Janelle Peterson, Esq., graduated *Cum Laude* from the Seattle University School of Law in 2004. Originally from Seattle, Ms. Peterson received her undergraduate degree from the University of Washington with a B.A. in Russian Language and Literature. Prior to joining the Schlotzhauer Law Group, Ms. Peterson worked as a public defender in Okanogan County, and worked closely with two well respected Superior Court judges in King County, William Downing and Mary Yu. Ms. Peterson is personally dedicated to assisting the needs of the marginalized, having volunteered extensively with Americorps and St. James ESL program. Ms. Peterson is also fluent in Russian, which has proven to

be a tremendous asset when addressing the needs of Shoreline's growing Russian community. Ms. Peterson currently resides on Capitol Hill in Seattle. Her resume may be found at the end of this proposal.

Christopher Martin, Esq., graduated from the Seattle University School of Law in May of 2002. Originally from San Francisco, California, Mr. Martin graduated the University of Washington *Cum Laude* with a degree in Society and Justice and a second degree in Sociology in 1998. In addition to his legal experience, Mr. Martin spent four years active duty with the US Military, and four years with the Washington National Guard. Shortly after his admission to the Washington State Bar, Mr. Martin joined the Schlotzhauer Law Group in 2003. His practice has been limited exclusively to criminal defense. It is not anticipated that Mr. Martin will provide representation to Shoreline defendants, but he has been included here as an asset to the Firm. His continued service allows us greater flexibility in scheduling coverage throughout the county. Mr. Martin resides with his wife in the Lake City area of Seattle.

FREQUENTLY CONTRACTED ATTORNEYS

In a continued attempt to keep the cost of quality representation to a minimum, the firm has frequently contracted with other attorneys to assist with the representation of its clients. It is anticipated that these attorneys will provide coverage for such things as in-custody calendars, basic pre-trial hearings, and other preliminary matters in the course of criminal representation.

The following attorneys are more than competent in their field, have extensive criminal experience, and are expected to be utilized on an "as needed" basis in the representation of City of Shoreline clients.

Kevin Hogan, Esq., graduated *Magna Cum Laude* from Brigham Young University in 1977, continuing on to the University of Washington Law School, where he graduated with his Juris Doctor in 1980. Mr. Hogan entered the armed services immediately thereafter, and began work in the fall of 1980 as an attorney with the Judge Advocate General Corps. While in the Army, Mr. Hogan worked as a prosecutor from 1980 through 1981, before moving on to provide indigent criminal defense services from 1981 up through and including 1984. Mr. Hogan established his own law practice in December of 1984, and continues to practice to this day, concentrating exclusively in the area of Criminal Law. During the course of his practice, Mr. Hogan has provided indigent representation through the Office of Public Defense conflict list and through his own pro *bono* services. Mr. Hogan currently resides in Kenmore, Washington with his wife and two children.

Douglas E. Wilson, Esq., graduated from the Southern Methodist University School of Law in May of 1991. A native of Edmonds, Washington, Mr. Wilson completed his undergraduate work at Washington State University, graduating *Cum Laude* in 1987 with a bachelors degree in Speech Communications and Political Science. Mr. Wilson's past experience includes work with the King County Superior Court, the City of Lynnwood

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Prosecuting Attorney's Office, and with several small firms in private practice. He began his own private practice in 1994 as a sole practitioner, and has been practicing in both civil and criminal areas since that time. Mr. Wilson's continual availability for short notice court coverage has been a significant asset to the firm. Mr. Wilson currently resides with his wife on Mercer Island, Washington.

SUPPORT STAFF

Kim Hanson provides paralegal and transcription services to our office. Ms. Hanson joined the Schlotzhauer Law Group in January 2002. She graduated *Magna Cum Laude* from Oral Roberts University in 1985 with a degree in Social Work. Ms. Hanson worked as a social worker for some time before joining the airline industry. She has worked in administrative roles since that time. She is a valued asset to the firm.

'ADA' AND 'EEO' COMPLIANCE

The Schlotzhauer Law Group has always complied with and does hereby commit to continue to comply with the Americans with Disabilities Act, Equal Employment Opportunity, and all other applicable County, State or Federal laws.

Method of Service Provision

Since 1991, Mr. Schlotzhauer has worked in every aspect of criminal justice. This diverse and practically dichotomous experience adds to his practice a level of systemic understanding unusual among attorneys.

Over the past fourteen years, Mr. Schlotzhauer has worked as a prosecuting attorney, public defender, private defense lawyer, pro-tem judge, police officer and, separately, as a motorcade officer. He has experienced the frustration of being a crime victim, and the nervousness of being a testifying witness. In addition to his wide-ranging criminal justice experience, Mr. Schlotzhauer has also worked as a junior high school teacher in a working class city on Long Island, and as a high school teacher in the Harlem neighborhood of New York. He has taught religion at a Catholic School in the South Bronx section of New York City, and has volunteered as a suicide prevention counselor in Albany, New York. These experiences combine for a truly unique view of public defense.

Every case in public defense must be taken individually, and the individuals represented must be heard and counseled. Contrary to common perception, public defense clients are diverse and varied, running the gamut from angry, hostile, self-identified Neo-Nazi young men whose lives are riddled with abuse and violence, to professional, educated men and women, down on their luck, who can't afford the common four to five thousand dollar retainer for a DUI charge. They are embarrassed and terrified of the consequences of their first legal mistake. Most clients fall somewhere in between.

While the law itself and the application of procedure rarely varies from case to case, the individual needs and concerns of this diverse set of people varies tremendously. It is for these reasons that the Schlotzhauer Law Group strives to tailor its interaction to the individual needs of every client.

Mr. Schlotzhauer's diverse experiences have led to this philosophy. Those same experiences, however, also allow for a less "naïve" or "innocent" interaction within certain demographics. Having spent fourteen years in all aspects of criminal justice, Mr. Schlotzhauer has developed a sort of "professional street sense," and has learned an almost sub-cultural form of communication. This "street sense", combined with a sincere sense of compassion and coupled with a professional bearing and demeanor, results in strong "client control," while at the same time providing the highest quality legal services available, tailored to the circumstances of each individual.

Mr. Schlotzhauer's experiences as a prosecuting attorney and as a police officer further benefit his clients. Besides the obvious advantages of reviewing police reports for errors and omissions from personal experience, or knowing what a prosecutor will look for in a case before entering into negotiation, Mr. Schlotzhauer's background also allows for a

better interaction with the officers themselves. This improved interaction necessarily leads to better and more open communication “across the table,” and generally leads to a more efficient court system. It is imperative that the officers know that this office will always do its job well, will invariably advocate zealously for the best interest of its clients, and will always fight for its clients’ rights, civil or criminal. But it is also important that they know that such advocacy can be done ethically and with professionalism and respect.

In short, Mr. Schlottzhauer’s work and life experience has led to a philosophy of nonjudgmental, individualized attention to the needs of every client, no matter their particular situation or lifestyle. We prize ourselves on zealous, effective, and aggressive representation, but value ethics, professionalism and respect for all parties, no matter their position within the system. We are very proud of the work we do and look forward to continuing to service the needs of the City of Shoreline.

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MILESTONE SCHEDULE AND COMPLETION DATES

Because The Schlotzhauer Law Group currently provides these services to the City of Shoreline, these schedules do not apply.

JAMES HARLOW SCHLOTZHAUER

HOME ADDRESS

1614 NE 80th Street
Seattle, Washington 98115
206-890-6669

BUSINESS ADDRESS

1001 4th Avenue Plaza, Suite 3200
Seattle, Washington 98154
206-624-1533

BUSINESS/LITIGATION EXPERIENCE

THE SCHLOTZHAUER LAW GROUP, Seattle, Washington
PROPRIETOR, May 1993 – Present

- Established and operate a full service legal practice with an emphasis on criminal defense.
- Responsible for all aspects of legal representation for diverse client base.
- Represent clients on criminal matters ranging from traffic infractions to major felonies.
- Represent indigent defendants in a public defender capacity for the Cities of Shoreline, Lake Forest Park, Tukwila, Covington, New Castle, Burien, Kenmore and North Bend.
- Design, implement, purchase and oversee all firm related marketing efforts.
- Create, balance and maintain all financial records, time sheets, billings, accounts, payroll, etc.
- Monitor and maintain balanced overhead.
- Solely responsible for client development.

TRIAL/LITIGATION EXPERIENCE

PROSECUTING ATTORNEY'S OFFICE, King County, Washington
SPECIAL DEPUTY PROSECUTOR, October 1991 – May 1993

- Prepared and argued jury trials, bench trials, evidentiary suppression hearings, and pre-trial motions.
- Negotiated and plea-bargained with criminal defense attorney's and pro se litigants.
- Evaluated criminal investigations and filed criminal charges for the King County District Court Unit.
- Researched, drafted and filed misdemeanor (RALJ) appeal briefs with Superior Court.
- Trained and advised incoming deputy prosecutors.

DISTRICT ATTORNEY'S OFFICE, Rensselaer County, New York
CERTIFIED LAW INTERN, May 1990 – May 1991

- Prepared and argued jury trials, bench trials, preliminary hearings, and evidentiary suppression hearings.
- Negotiated and plea-bargained with criminal defense attorneys.
- Researched, drafted, filed, and opposed affidavits, motions, letters of law, and legal memoranda.

OTHER LEGAL EXPERIENCE

LISA K. SCHOONMAKER, ESQ., Schenectady, New York
LEGAL ASSISTANT, February 1990 – April 1990

- Researched various issues involving family law and matrimonial law.
- Researched and drafted appellate brief submitted and argued before the Appellate Division of the New York Supreme Court.

DISTRICT ATTORNEY'S OFFICE, Albany County, New York
EXTERN, August 1989 – January 1990

- Aided Assistant District Attorneys with criminal trial preparation.
- Observed criminal trials at the superior court level.
- Practical experience supplemented by classroom sessions involving substantive and procedural issues of the criminal justice system.

OTHER LEGAL EXPERIENCE, cont.

O'CONNOR & YOQUINTO, Troy, New York

LAW CLERK, May 1989 – October 1989

- Researched and drafted extensive advisory legal memoranda involving civil litigation.
- Examined, summarized and evaluated examinations before trial.

SIMPSON THACHER & BARTLETT, New York, New York

LEGAL ASSISTANT, August 1987 – August 1988

- Researched and documented various aspects of large corporate transactions.
- Assisted attorneys with preparation, execution, and completion of major corporate real estate transactions.
- Drafted basic amendments and schedules to various legal documents.

ACADEMIC WORK EXPERIENCE

ALBANY LAW SCHOOL, Albany, New York

TEACHING ASSISTANT, August 1990 – May 1991

- Assisted Legal Research and Writing Instructors with preparation for first year class program.
- Supervised and graded completion of first year students' legal research and writing projects.
- Judged oral arguments in moot court exercises.

CARLE PLACE HIGH SCHOOL, Carle Place, New York

SOCIAL STUDIES TEACHER, September 1986 – June 1987

- Researched, developed and implemented classroom units on American History and Afro-Asian Culture.
- Created, organized and supervised interdepartmental academic projects.
- Assisted in district-wide curriculum development.

EDUCATION

ALBANY LAW SCHOOL OF UNION UNIVERSITY, Albany, New York

JURIS DOCTOR, June 1991

- Pupil; Albany Chapter of the American Inns of Court
- Participant; Gabrielli Appellate Moot Court Competition
- Quarterfinalist: Albany Law School Senior Prize Trial Competition

FORDHAM UNIVERSITY, New York, New York

BACHELOR OF ARTS Medieval History, May 1986

JANELLE PETERSON

200 17th Ave. E. #103 Seattle, WA 98112
(425) 985-4256 janelleannpeterson@hotmail.com

EDUCATION

J.D. Seattle University School of Law, *Cum Laude*, 2004

- Academic Achievements:
 - A+ Professional Responsibility
 - A Criminal Procedure
 - A- Evidence
 - A- Civil Procedure
- Trustee Law Scholarship
- Russian Legal Society Member, Community Justice Project Volunteer

B.A. University of Washington, Russian Language and Literature, 2000

CAREER HISTORY

Public Defender, Okanogan County Office of Public Defense, 2005

- *Represented indigent criminal defendants in District, Superior, and Juvenile Courts.*
- *Managed high volume of cases with minimal supervision.*
- *Prepared motions, negotiated settlements, and managed calendar.*

Rule 9 Intern, Ronald Peterson Law Clinic, 2003

- *Represented parents of special needs students in IEP negotiations with schools.*
- *Represented juvenile respondents in criminal adjudications.*
- *Conducted mock trial and completed intensive trial skills training.*

Judicial Extern, Judge Mary Yu, King County Superior Court, 2003

- *Drafted juror questionnaire and jury instructions in month-long asbestos trial.*
- *Wrote bench memos, drafted opinions and orders, managed court calendar.*
- *Worked independently and took initiative under stressful conditions.*
- *Exercised discretion, maintained confidentiality, and exhibited professionalism.*

Research Assistant, Judge William Downing, King County Superior Court, 2003

- *Researched, updated, and drafted changes to the WPIC.*
- *Tracked recent developments in criminal case law and statutes.*
- *Worked independently while still performing full-time extern duties for Judge Yu.*

Americorps, ESL teacher for King County Housing Authority, 2000-2001

- *Taught English as a second language to low income elderly immigrants.*
- *Worked independently and developed new curriculum for ESL instruction.*

VOLUNTEER ACTIVITIES

Community Justice Project, volunteer, 2002-2004

- *Conducted client intake interviews and outlined legal issues for volunteer attorneys.*

Citizenship Tutor, St. James ESL program, 1999-2000

- *Worked independently tutoring disabled refugees for citizenship exam.*

PROFESSIONAL ASSOCIATIONS

WSBA member since 2004

Washington Women Lawyers, member

LANGUAGES

Fluent in written and spoken Russian

REFERENCES

Judges

Hon. Douglas J. Smith

King County District Court Judge (Currently assigned to Shoreline Municipal Court)

King County District Court, West Division

18050 Meridian Avenue North

Shoreline, Washington 98133

206-296-3670

Hon. Mark Chow

King County District Court Judge (Currently assigned to Shoreline Municipal Court)

King County District Court, West Division

18050 Meridian Avenue North

Shoreline, Washington 98133

206-296-3670

Hon. Arthur Chapman

King County District Court Judge (Formerly assigned to Shoreline Municipal Court)

King County District Court, East Division

516 Third Avenue

Seattle, Washington 98104

206-205-9200

Hon. Charles Delaurenti II

King County District Court Judge (City of Burien)

King County District Court, South Division

601 S.W. 149th St.

Burien, WA 98166

206-296-0144

Hon. D. Mark Eide

King County District Court Judge (City of Burien)

King County District Court, South Division

601 S.W. 149th St.

Burien, WA 98166

206-296-0144

Hon. Kim Walden

Tukwila Municipal Court Judge

Tukwila Municipal Court

6200 Southcenter Boulevard

Tukwila, Washington 98188

206-433-1840

Court Administration

Ms. Tricia Crozier

Chief Administrative Officer for King County District Court
King County District Court, Office of the Presiding Judge
516 Third Avenue, W-1034
Seattle, WA 98104
206-205-2820

Ms. Lisa Fullerton

Court Operations Manager for Shoreline
King County District Court, East Division
18050 Meridian Avenue North
Shoreline, Washington 98133
206-296-3614

Ms. Kelly Gradwahl

In-Court Clerk
Lake Forest Park Municipal Court
17425 Ballinger Way NE
Lake Forest Park, Washington 98155
206-364-7711

Members of the Defense Bar

David Kirshenbaum, Esq.

Tukwila Public Defender
Law Office of David R. Kirshenbaum
1314 Central Avenue South, #101
Kent, WA 98032
253-852-7979

Timothy Goss, Esq.

Burien Public Defender
Law Office of David R. Kirshenbaum
1314 Central Avenue South, #101
Kent, WA 98032
253-852-7979

Rodney Benjamin, Esq.

Former Sate Public Defender for Shoreline
Public Defenders' Association
810 Third Avenue, 8th Floor
Seattle, Washington 98104
206-447-3900, Ext. 713

Michael Rasch, Esq.

Private Defense Counsel
2611 NE 113th St., Suite 300
Seattle, WA 98104
206-417-5646

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Seattle, WA 98104
206-417-5646

REQUIRED COST PROPOSAL

The request for proposals requires us to bid this contractual relationship in per unit terms, with professional service fees based upon each case managed through initial resolution. Based on that requirement, The Schlotzhauer Law Group does hereby propose the following:

One hundred eighty dollars (\$180.00) per case as defined by charge for representation up through and including initial resolution, exclusive of transcription or expert costs. There is no additional fee requirement for jury trials nor for the first six appeals in any calendar year.

This fee represents professional legal services for charges managed, but also covers time and conferencing as required by the City. These requirements include monthly progress reports in printed and electronic format showing client name, client offenses, case number(s), hearing dates and outcomes. (See attached example.) Quarterly progress conferences with the City's representative to review performance, develop and monitor performance benchmarks and review issues of common concern, as well as professional consulting fees for court or City review, revision or enhancement of the operating performance of judicial functions are also included. Attorney fees for the first six appeals to Superior Court are also included in this fee.

Additional services not mentioned in the request for proposals, but which are required for adequate public defense, are proposed as follows:

Cases assigned subsequent to initial resolution and prior to completion of probationary requirements, exclusive of appeals, would be billed at a flat rate of fifty dollars (\$50.00).

Telephone consultations held pursuant to "critical stage advice" requirements outside of business hours (commonly referred to as the 3am 'dui call') would be billed at a flat rate of fifty dollars (\$50.00).

The seventh and subsequent appeal as measured in any calendar year, will be billed at an hourly rate of seventy dollars (\$70.00) per hour. This number is one third of Mr. Schlotzhauer's current hourly fee.

These fees are based upon the current municipal court schedule at King County District Court, East Division. Should additional days be required on a per diem basis, an additional two hundred fifty dollar (\$250.00) per half day fee would apply. Should additional court days require the presence of the public defender as a matter of course, an additional appearance fee of one hundred fifty dollars (\$150.00) per half day would be added to the monthly invoice.

ALTERNATIVE COST PROPOSAL

A flat rate of ten thousand dollars (\$10,000.00) per month is proposed as an alternative to the required cost structure above. This rate is a slight reduction of our current monthly fee, and represents a continuation of our existing contractual relationship. It covers all services listed in the individual case rate above, but affords both the Firm and the City the advantage of a stable, expected cost/fee structure. Other service fees outlined above still apply.

COST OF LIVING ADJUSTMENTS

Both proposals are subject to annual cost of living adjustments (COLAs) which are to be calculated at the same rate as those applied to City of Shoreline personnel.

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A flat rate of ten thousand dollars (\$10,000.00) per month is proposed as an alternative to the required cost structure above. This rate is a slight reduction of our current monthly fee, and represents a continuation of our existing contractual relationship. It covers all services listed in the individual case rate above, but affords both the Firm and the City the advantage of a stable, expected cost/fee structure. Other service fees outlined above still apply.

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Both proposals are subject to annual cost of living adjustments (COLAs) which are to be calculated at the same rate as those applied to City of Shoreline personnel.

CONTRACTUAL CHANGES

The following is a modification of the contract as attached to the City's Request for Proposals. All changes have been clearly marked, including additions, deletions and format changes. Many of the changes are merely clerical, and the rationale behind most are plain. The following, then, are clarifications of just those important changes that may not be as obvious.

- §3.B.:** ***End Dates Deleted:*** This section requires a clear completion date of matters assigned. Unfortunately, given the nature of criminal defense, and the varied circumstances around which our clients lives revolve, such a 'drop dead date' is not appropriate (nor ethically possible.)
- §§4.A,C:** ***Termination Timelines Modified:*** Arbitrary termination of counsel's representation in as little as fourteen (14) days is necessarily detrimental to the rights of the accused. Adequate timelines must be guaranteed to simultaneously protect the accused's right to effective representation and right to speedy trial. This modification allows for a balanced, fair termination clause equally split between the parties.
- §§5.A,B,C:** ***Complete Re-Write of Ownership of Documents:*** While the City's intellectual property rights may be appropriately protected by the boilerplate language deleted, it is not appropriate (nor legal) for attorney work product and client confidences to be made available to the City. While Shoreline (and all governmental entities that have the power to incarcerate an individual) must provide attorney services to those accused without economic resources, Shoreline remains merely the payor, not the client. This is a clear distinction, and much of our work product may be directly contrary to the interests of the City. This is a somewhat unfortunate byproduct of our adversarial system, the same system that requires the accuser to fund the protection of the accused. However, case law and ethical rules are clear, and the re-write of these sections were necessary.
- §§9,B,C:** ***Deletion of Auto and Premises Liability Insurance:*** These insurances in no way pertain to the work contracted, and should not be required by a professional services contract unrelated to their intended protections.
- Exhibit A:** ***Scope of Service:*** This exhibit was not included in the RFP, and is offered as a potential addendum to the contract. This remains negotiable prior to the execution of the final version.

Contract No.
Brief Description:

SHORELINE LOGO

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and The Schlotzhauer Law Group, PS, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide for primary public defense of indigent and nearly indigent individuals charged with crimes by the City of Shoreline and

WHEREAS, the City has selected The Schlotzhauer Law Group, PS to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$variable, negotiation dependant], including all fees and reimbursable expenses. Compensation will be adjusted for inflation effective the first day of each calendar year by the same percentage increase provided to the City's salaried employees for a cost of living adjustment.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence 1 January 2006, and ends at midnight on the 31st day of December, 2006.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving ninety (90) days notice to Consultant in writing.

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Deleted: In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement ¶ shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than ninety (90) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

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5. Ownership of Documents.

- A. All documents, recordings and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be considered confidential client files.
- B. All services performed under this Agreement will be conducted solely for the benefit of the accused and will not be used for any other purpose without written consent of the accused.
- C. The Consultant shall preserve the confidentiality of all documents and data accessed for use in Consultant's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.

Deleted: All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.

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Deleted: Any information relating to the services will not be released without the written permission of the City.

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6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

City Attorney

9. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Deleted: B. Commercial General

Liability insurance covering premises, operations, independent contractors liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.¶

If initialed, above insurance requirement is waived.¶

City Attorney¶

<#> **Automobile Liability** insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage. If initialed, above insurance requirement is waived.

City Attorney¶

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

James H. Schlotzhauer, Esq.
The Schlotzhauer Law Group, PS
1001 Fourth Avenue, Suite 3200
Seattle, Washington 98154
(206) 624-1533

Deleted: Consultant Name:

Deleted: Name of Firm:

Deleted: Address:

Deleted: Address:

Deleted: Phone Number:

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be (name and title): _____

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: James H. Schlotzhauer
Title: President

Deleted:

Date: _____

Date: _____

Approved as to form:

By: _____
Flannery P. Collins
Assistant City Attorney

Attachments: Exhibits A, B, C

EXHIBIT A
Scope of Service – Primary Public Defense Services

The Consultant will provide legal representation for indigent (or nearly indigent) individuals charged with misdemeanor or gross misdemeanor offenses by the City's prosecuting attorney. The court assigns cases after the City's representative completes screening for indigence. This includes (but is not limited to):

- Arranging pre-hearing conferences
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion hearings
- Readiness hearings
- Bench and Jury Trials
- Appeals
- Scheduling Trials
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Trial preparation
- Conducting trial representation
- Other work essential to providing ordinary legal representation for the accused after the Court's Order Appointing Counsel is presented up to and including initial conclusion of the matter.

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The consultant will provide and adequate number of defense counsel to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to represent defendants during vacation and illness.

Counsel associated, employed or contracted with the Consultant shall have the authority to perform the service set forth in this Scope of Services. The Consultant and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar. Individuals with the necessary legal education to provide legal representation under the Consultant's direct supervision pursuant to "rule 9" are allowed to provide representation under this scope of work.

The Consultant shall be responsible for this agreement, notwithstanding that other counsel may be employed or associated by the Consultant to perform services hereunder. The Consultant shall actively supervise associated and employed counsel through the term of this Agreement, and during any renewal and extensions, to ensure that all cases are promptly and effectively handled from the time of appointment until the conclusion of Consultant's representation of assigned clients.

The Consultant will represent all assigned defendants unless the Rules of Professional Conduct prohibit representation. When the Rules of Professional Conduct prevent representation by the Consultant, the client shall be referred to the City's Conflict Public Defense Attorney for future legal representation.

Representation will extend through initial disposition of the client's matter. Upon conclusion of the Consultant's contractual relationship with the City, cases assigned prior to the contract term expiration shall be transferred to the new service provider as efficiently and practicable as possible, and within the guidelines and restrictions of the Rules of Professional Conduct. Cases in progress at the contract expiration or termination will be compensated at one hundred forty dollars (\$140.00) per hour until completed or transferred to the new service provider, whichever is most efficient and simultaneously allows for the protection of the rights of the accused.

Availability of "critical stage advice to clients will be available on a 24-hour day basis. Representation will be available on a regular basis at the King County District Court, East Division, Shoreline Courthouse.

The City shall provide to the Consultant, at no cost to the Consultant or the defendant, one copy of all discoverable material concerning each assigned case. This material shall include, where relevant, a copy of the abstract of the defendant's driving record. The City shall also provide the Consultant, at no cost, a copy of the Shoreline Municipal Code and any amendments to the Code adopted during the term of this contract.

The Consultant will provide the Shoreline Police Department a telephone number at which the Consultant can be reached for providing advice to defendants during the course of police investigations. The Consultant will also provide at its expense an introduction letter to each client at the beginning of representation. This letter will advise the client of his/her responsibilities, how to contact the attorney assigned to the case, and when to do so.

Compensation for these services shall be [to be negotiated].

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**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____ **Invoice Date:** _____

Amount of Invoice \$ _____

Contract Expiration Date:: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, \$ _____
(including amendments)

Previously Billed \$ _____

Current Invoice Request \$ _____

Total Payments Requested to date \$ _____

Contract Balance Remaining \$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only

Approved for Payment:

City of Shoreline

Date: _____

**EXHIBIT C
CITY OF SHORELINE**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # _____ - _____ - _____

SS # _____ - _____ - _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)

C-05-011

The Schlotzhauer Law Group

James Harlow Schlotzhauer, Esq.

Janelle Peterson, Esq.

Christopher Martin, Esq.

1001 Fourth Avenue Plaza, Suite 3200

Seattle, Washington 98154

Telephone: 206-624-1533

Facsimile: 206-624-8959

Kim Hanson, Paralegal

15 October 2005

Robert Beem
Human Services Manager
City of Shoreline
17544 Midvale Avenue North, Suite 100
Shoreline, WA 98133-4921

Re: Public Defense Service Proposal

Dear Mr. Beem:

The Schlotzhauer Law Group is pleased to respond to the City of Shoreline's request for proposals to provide public defense services. We have assisted certain indigent members of your community since the City's inception in 1995. We strive to provide the highest quality legal services available to all of our clients, and look forward to the opportunity to continue to provide such services to your community.

Given our public defense experience with Shoreline and other cities, our understanding of the services to be provided include the following:

1. Twenty-four hour telephone availability to people arrested by City police or under authority of a City warrant;
2. Arranging pre-hearing conferences;
3. Preparing and arguing evidentiary hearings;
4. Scheduling trials;
5. Preparing pleas and pleadings;
6. Counseling clients;
7. Conducting research;
8. Trial preparation;
9. Trials, both bench and jury;
10. Sentence preparation and representation at sentencing hearings;
11. Appeals to the King County Superior Court.

Pursuant to your submittal requirements, please find enclosed four unbound copies of our response to your RFP, including one original. Service provision is anticipated within the current court schedule as outlined by our prior discussions with your prosecuting attorney's office and your police department. A fee structure accommodating potential scheduling changes is provided.

This proposal is effective for sixty (60) days after the date of submission, pending mutual agreement to all negotiated terms within a final contract.

The only individual authorized to make representations for this office is myself, James H. Schlotzhauer, as president and owner. I can be reached at the above listed address and/or telephone numbers, or in the alternative, on my cellular telephone at 206-890-6669.

Thank you for considering our organization. We look forward to continuing our longstanding relationship with your community.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. H. Schlotzhauer", with a long horizontal flourish extending to the right.

James H. Schlotzhauer, Esq.
Encl.

QUALIFICATIONS AND FIRM PROFILE

The Schlotzhauer Law Group is a vibrant legal practice dedicated to providing high quality, reasonably priced legal representation in local, state and federal courts. Established in 1993 by James Harlow Schlotzhauer, the Schlotzhauer Law Group has continually emphasized criminal defense as its primary area of expertise. As of 1998, 100% of the firm's practice is restricted to criminal defense: Currently the firm provides public defense services to the cities of Shoreline, Burien, Covington, North Bend, Tukwila, Newcastle, Kenmore and Lake Forest Park. We have been providing public defense services to the City of Shoreline since 1995.

Our professional environment is fostered by our own lack of bureaucracy. By maintaining our small size, we are able to avoid the duplicative work and unnecessary costs often identified with larger firms and agencies. Our efficiency results in lower overhead, which in turn results in reduced costs to our clients. Although we are a small firm, clients will find that The Schlotzhauer Law Group is extremely responsive to their needs, and provides a full range of high quality legal services within our practice area.

ATTORNEYS

The following are brief profiles of the attorneys associated with the firm:

James Harlow Schlotzhauer, Esq., graduated Fordham University in New York City in 1986 with a degree in Medieval History. A native of the Hudson Valley region of New York State, Mr. Schlotzhauer graduated Union University's Albany Law School in Albany, New York in 1991. He relocated to Seattle and began work with the King County Prosecuting Attorney's Office as a Special Deputy Prosecutor for the District Court Unit immediately thereafter. Mr. Schlotzhauer remained with King County until May of 1993, when he founded the Schlotzhauer Law Firm in Seattle. 100% of Mr. Schlotzhauer's practice is limited to criminal defense in appellate, superior, district and municipal courts. He currently provides public defense services for the City of Shoreline and the City of Lake Forest Park, and provides limited public defense services to the cities of Burien, Covington, Newcastle, North Bend, Kenmore and Tukwila. Mr. Schlotzhauer currently resides in the Ravenna neighborhood in Seattle. His resume may be found at the end of this proposal.

Janelle Peterson, Esq., graduated *Cum Laude* from the Seattle University School of Law in 2004. Originally from Seattle, Ms. Peterson received her undergraduate degree from the University of Washington with a B.A. in Russian Language and Literature. Prior to joining the Schlotzhauer Law Group, Ms. Peterson worked as a public defender in Okanogan County, and worked closely with two well respected Superior Court judges in King County, William Downing and Mary Yu. Ms. Peterson is personally dedicated to assisting the needs of the marginalized, having volunteered extensively with Americorps and St. James ESL program. Ms. Peterson is also fluent in Russian, which has proven to

be a tremendous asset when addressing the needs of Shoreline's growing Russian community. Ms. Peterson currently resides on Capitol Hill in Seattle. Her resume may be found at the end of this proposal.

Christopher Martin, Esq., graduated from the Seattle University School of Law in May of 2002. Originally from San Francisco, California, Mr. Martin graduated the University of Washington *Cum Laude* with a degree in Society and Justice and a second degree in Sociology in 1998. In addition to his legal experience, Mr. Martin spent four years active duty with the US Military, and four years with the Washington National Guard. Shortly after his admission to the Washington State Bar, Mr. Martin joined the Schlotzhauer Law Group in 2003. His practice has been limited exclusively to criminal defense. It is not anticipated that Mr. Martin will provide representation to Shoreline defendants, but he has been included here as an asset to the Firm. His continued service allows us greater flexibility in scheduling coverage throughout the county. Mr. Martin resides with his wife in the Lake City area of Seattle.

FREQUENTLY CONTRACTED ATTORNEYS

In a continued attempt to keep the cost of quality representation to a minimum, the firm has frequently contracted with other attorneys to assist with the representation of its clients. It is anticipated that these attorneys will provide coverage for such things as in-custody calendars, basic pre-trial hearings, and other preliminary matters in the course of criminal representation.

The following attorneys are more than competent in their field, have extensive criminal experience, and are expected to be utilized on an "as needed" basis in the representation of City of Shoreline clients.

Kevin Hogan, Esq., graduated *Magna Cum Laude* from Brigham Young University in 1977, continuing on to the University of Washington Law School, where he graduated with his Juris Doctor in 1980. Mr. Hogan entered the armed services immediately thereafter, and began work in the fall of 1980 as an attorney with the Judge Advocate General Corps. While in the Army, Mr. Hogan worked as a prosecutor from 1980 through 1981, before moving on to provide indigent criminal defense services from 1981 up through and including 1984. Mr. Hogan established his own law practice in December of 1984, and continues to practice to this day, concentrating exclusively in the area of Criminal Law. During the course of his practice, Mr. Hogan has provided indigent representation through the Office of Public Defense conflict list and through his own pro *bono* services. Mr. Hogan currently resides in Kenmore, Washington with his wife and two children.

Douglas E. Wilson, Esq., graduated from the Southern Methodist University School of Law in May of 1991. A native of Edmonds, Washington, Mr. Wilson completed his undergraduate work at Washington State University, graduating *Cum Laude* in 1987 with a bachelors degree in Speech Communications and Political Science. Mr. Wilson's past experience includes work with the King County Superior Court, the City of Lynnwood

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Prosecuting Attorney's Office, and with several small firms in private practice. He began his own private practice in 1994 as a sole practitioner, and has been practicing in both civil and criminal areas since that time. Mr. Wilson's continual availability for short notice court coverage has been a significant asset to the firm. Mr. Wilson currently resides with his wife on Mercer Island, Washington.

SUPPORT STAFF

Kim Hanson provides paralegal and transcription services to our office. Ms. Hanson joined the Schlotzhauer Law Group in January 2002. She graduated *Magna Cum Laude* from Oral Roberts University in 1985 with a degree in Social Work. Ms. Hanson worked as a social worker for some time before joining the airline industry. She has worked in administrative roles since that time. She is a valued asset to the firm.

'ADA' AND 'EEO' COMPLIANCE

The Schlotzhauer Law Group has always complied with and does hereby commit to continue to comply with the Americans with Disabilities Act, Equal Employment Opportunity, and all other applicable County, State or Federal laws.

Method of Service Provision

Since 1991, Mr. Schlottzhauer has worked in every aspect of criminal justice. This diverse and practically dichotomous experience adds to his practice a level of systemic understanding unusual among attorneys.

Over the past fourteen years, Mr. Schlottzhauer has worked as a prosecuting attorney, public defender, private defense lawyer, pro-tem judge, police officer and, separately, as a motorcade officer. He has experienced the frustration of being a crime victim, and the nervousness of being a testifying witness. In addition to his wide-ranging criminal justice experience, Mr. Schlottzhauer has also worked as a junior high school teacher in a working class city on Long Island, and as a high school teacher in the Harlem neighborhood of New York. He has taught religion at a Catholic School in the South Bronx section of New York City, and has volunteered as a suicide prevention counselor in Albany, New York. These experiences combine for a truly unique view of public defense.

Every case in public defense must be taken individually, and the individuals represented must be heard and counseled. Contrary to common perception, public defense clients are diverse and varied, running the gamut from angry, hostile, self-identified Neo-Nazi young men whose lives are riddled with abuse and violence, to professional, educated men and women, down on their luck, who can't afford the common four to five thousand dollar retainer for a DUI charge. They are embarrassed and terrified of the consequences of their first legal mistake. Most clients fall somewhere in between.

While the law itself and the application of procedure rarely varies from case to case, the individual needs and concerns of this diverse set of people varies tremendously. It is for these reasons that the Schlottzhauer Law Group strives to tailor its interaction to the individual needs of every client.

Mr. Schlottzhauer's diverse experiences have led to this philosophy. Those same experiences, however, also allow for a less "naïve" or "innocent" interaction within certain demographics. Having spent fourteen years in all aspects of criminal justice, Mr. Schlottzhauer has developed a sort of "professional street sense," and has learned an almost sub-cultural form of communication. This "street sense", combined with a sincere sense of compassion and coupled with a professional bearing and demeanor, results in strong "client control," while at the same time providing the highest quality legal services available, tailored to the circumstances of each individual.

Mr. Schlottzhauer's experiences as a prosecuting attorney and as a police officer further benefit his clients. Besides the obvious advantages of reviewing police reports for errors and omissions from personal experience, or knowing what a prosecutor will look for in a case before entering into negotiation, Mr. Schlottzhauer's background also allows for a

better interaction with the officers themselves. This improved interaction necessarily leads to better and more open communication “across the table,” and generally leads to a more efficient court system. It is imperative that the officers know that this office will always do its job well, will invariably advocate zealously for the best interest of its clients, and will always fight for its clients’ rights, civil or criminal. But it is also important that they know that such advocacy can be done ethically and with professionalism and respect.

In short, Mr. Schlotzhauer’s work and life experience has led to a philosophy of nonjudgmental, individualized attention to the needs of every client, no matter their particular situation or lifestyle. We prize ourselves on zealous, effective, and aggressive representation, but value ethics, professionalism and respect for all parties, no matter their position within the system. We are very proud of the work we do and look forward to continuing to service the needs of the City of Shoreline.

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MILESTONE SCHEDULE AND COMPLETION DATES

Because The Schlotzhauer Law Group currently provides these services to the City of Shoreline, these schedules do not apply.

JAMES HARLOW SCHLOTZHAUER

HOME ADDRESS

1614 NE 80th Street
Seattle, Washington 98115
206-890-6669

BUSINESS ADDRESS

1001 4th Avenue Plaza, Suite 3200
Seattle, Washington 98154
206-624-1533

BUSINESS/LITIGATION EXPERIENCE

THE SCHLOTZHAUER LAW GROUP, Seattle, Washington
PROPRIETOR, May 1993 – Present

- Established and operate a full service legal practice with an emphasis on criminal defense.
- Responsible for all aspects of legal representation for diverse client base.
- Represent clients on criminal matters ranging from traffic infractions to major felonies.
- Represent indigent defendants in a public defender capacity for the Cities of Shoreline, Lake Forest Park, Tukwila, Covington, New Castle, Burien, Kenmore and North Bend.
- Design, implement, purchase and oversee all firm related marketing efforts.
- Create, balance and maintain all financial records, time sheets, billings, accounts, payroll, etc.
- Monitor and maintain balanced overhead.
- Solely responsible for client development.

TRIAL/LITIGATION EXPERIENCE

PROSECUTING ATTORNEY'S OFFICE, King County, Washington
SPECIAL DEPUTY PROSECUTOR, October 1991 – May 1993

- Prepared and argued jury trials, bench trials, evidentiary suppression hearings, and pre-trial motions.
- Negotiated and plea-bargained with criminal defense attorney's and pro se litigants.
- Evaluated criminal investigations and filed criminal charges for the King County District Court Unit.
- Researched, drafted and filed misdemeanor (RALJ) appeal briefs with Superior Court.
- Trained and advised incoming deputy prosecutors.

DISTRICT ATTORNEY'S OFFICE, Rensselaer County, New York
CERTIFIED LAW INTERN, May 1990 – May 1991

- Prepared and argued jury trials, bench trials, preliminary hearings, and evidentiary suppression hearings.
- Negotiated and plea-bargained with criminal defense attorneys.
- Researched, drafted, filed, and opposed affidavits, motions, letters of law, and legal memoranda.

OTHER LEGAL EXPERIENCE

LISA K. SCHOONMAKER, ESQ., Schenectady, New York
LEGAL ASSISTANT, February 1990 – April 1990

- Researched various issues involving family law and matrimonial law.
- Researched and drafted appellate brief submitted and argued before the Appellate Division of the New York Supreme Court.

DISTRICT ATTORNEY'S OFFICE, Albany County, New York
EXTERN, August 1989 – January 1990

- Aided Assistant District Attorneys with criminal trial preparation.
- Observed criminal trials at the superior court level.
- Practical experience supplemented by classroom sessions involving substantive and procedural issues of the criminal justice system.

OTHER LEGAL EXPERIENCE, cont.

O'CONNOR & YOQUINTO, Troy, New York
LAW CLERK, May 1989 – October 1989

- Researched and drafted extensive advisory legal memoranda involving civil litigation.
- Examined, summarized and evaluated examinations before trial.

SIMPSON THACHER & BARTLETT, New York, New York
LEGAL ASSISTANT, August 1987 – August 1988

- Researched and documented various aspects of large corporate transactions.
- Assisted attorneys with preparation, execution, and completion of major corporate real estate transactions.
- Drafted basic amendments and schedules to various legal documents.

ACADEMIC WORK EXPERIENCE

ALBANY LAW SCHOOL, Albany, New York
TEACHING ASSISTANT, August 1990 – May 1991

- Assisted Legal Research and Writing Instructors with preparation for first year class program.
- Supervised and graded completion of first year students' legal research and writing projects.
- Judged oral arguments in moot court exercises.

CARLE PLACE HIGH SCHOOL, Carle Place, New York
SOCIAL STUDIES TEACHER, September 1986 – June 1987

- Researched, developed and implemented classroom units on American History and Afro-Asian Culture.
- Created, organized and supervised interdepartmental academic projects.
- Assisted in district-wide curriculum development.

EDUCATION

ALBANY LAW SCHOOL OF UNION UNIVERSITY, Albany, New York
JURIS DOCTOR, June 1991

- Pupil; Albany Chapter of the American Inns of Court
- Participant; Gabrielli Appellate Moot Court Competition
- Quarterfinalist: Albany Law School Senior Prize Trial Competition

FORDHAM UNIVERSITY, New York, New York
BACHELOR OF ARTS Medieval History, May 1986

JANELLE PETERSON

200 17th Ave. E. #103 Seattle, WA 98112
(425) 985-4256 janelleannpeterson@hotmail.com

EDUCATION

J.D. Seattle University School of Law, *Cum Laude*, 2004

- Academic Achievements:
 - A+ Professional Responsibility
 - A Criminal Procedure
 - A- Evidence
 - A- Civil Procedure
- Trustee Law Scholarship
- Russian Legal Society Member, Community Justice Project Volunteer

B.A. University of Washington, Russian Language and Literature, 2000

CAREER HISTORY

Public Defender, Okanogan County Office of Public Defense, 2005

- *Represented indigent criminal defendants in District, Superior, and Juvenile Courts.*
- *Managed high volume of cases with minimal supervision.*
- *Prepared motions, negotiated settlements, and managed calendar.*

Rule 9 Intern, Ronald Peterson Law Clinic, 2003

- *Represented parents of special needs students in IEP negotiations with schools.*
- *Represented juvenile respondents in criminal adjudications.*
- *Conducted mock trial and completed intensive trial skills training.*

Judicial Extern, Judge Mary Yu, King County Superior Court, 2003

- *Drafted juror questionnaire and jury instructions in month-long asbestos trial.*
- *Wrote bench memos, drafted opinions and orders, managed court calendar.*
- *Worked independently and took initiative under stressful conditions.*
- *Exercised discretion, maintained confidentiality, and exhibited professionalism.*

Research Assistant, Judge William Downing, King County Superior Court, 2003

- *Researched, updated, and drafted changes to the WPIC.*
- *Tracked recent developments in criminal case law and statutes.*
- *Worked independently while still performing full-time extern duties for Judge Yu.*

Americorps, ESL teacher for King County Housing Authority, 2000-2001

- *Taught English as a second language to low income elderly immigrants.*
- *Worked independently and developed new curriculum for ESL instruction.*

VOLUNTEER ACTIVITIES

Community Justice Project, volunteer, 2002-2004

- *Conducted client intake interviews and outlined legal issues for volunteer attorneys.*

Citizenship Tutor, St. James ESL program, 1999-2000

- *Worked independently tutoring disabled refugees for citizenship exam.*

PROFESSIONAL ASSOCIATIONS

WSBA member since 2004

Washington Women Lawyers, member

LANGUAGES

Fluent in written and spoken Russian

REFERENCES

Judges

Hon. Douglas J. Smith

King County District Court Judge (Currently assigned to Shoreline Municipal Court)

King County District Court, West Division

18050 Meridian Avenue North

Shoreline, Washington 98133

206-296-3670

Hon. Mark Chow

King County District Court Judge (Currently assigned to Shoreline Municipal Court)

King County District Court, West Division

18050 Meridian Avenue North

Shoreline, Washington 98133

206-296-3670

Hon. Arthur Chapman

King County District Court Judge (Formerly assigned to Shoreline Municipal Court)

King County District Court, East Division

516 Third Avenue

Seattle, Washington 98104

206-205-9200

Hon. Charles Delaurenti II

King County District Court Judge (City of Burien)

King County District Court, South Division

601 S.W. 149th St.

Burien, WA 98166

206-296-0144

Hon. D. Mark Eide

King County District Court Judge (City of Burien)

King County District Court, South Division

601 S.W. 149th St.

Burien, WA 98166

206-296-0144

Hon. Kim Walden

Tukwila Municipal Court Judge

Tukwila Municipal Court

6200 Southcenter Boulevard

Tukwila, Washington 98188

206-433-1840

Court Administration

Ms. Tricia Crozier

Chief Administrative Officer for King County District Court
King County District Court, Office of the Presiding Judge
516 Third Avenue, W-1034
Seattle, WA 98104
206-205-2820

Ms. Lisa Fullerton

Court Operations Manager for Shoreline
King County District Court, East Division
18050 Meridian Avenue North
Shoreline, Washington 98133
206-296-3614

Ms. Kelly Gradwahl

In-Court Clerk
Lake Forest Park Municipal Court
17425 Ballinger Way NE
Lake Forest Park, Washington 98155
206-364-7711

Members of the Defense Bar

David Kirshenbaum, Esq.

Tukwila Public Defender
Law Office of David R. Kirshenbaum
1314 Central Avenue South, #101
Kent, WA 98032
253-852-7979

Timothy Goss, Esq.

Burien Public Defender
Law Office of David R. Kirshenbaum
1314 Central Avenue South, #101
Kent, WA 98032
253-852-7979

Rodney Benjamin, Esq.

Former Sate Public Defender for Shoreline
Public Defenders' Association
810 Third Avenue, 8th Floor
Seattle, Washington 98104
206-447-3900, Ext. 713

Michael Rasch, Esq.

Private Defense Counsel
2611 NE 113th St., Suite 300
Seattle, WA 98104
206-417-5646

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REQUIRED COST PROPOSAL

The request for proposals requires us to bid this contractual relationship in per unit terms, with professional service fees based upon each case managed through initial resolution. Based on that requirement, The Schlotzhauer Law Group does hereby propose the following:

One hundred eighty dollars (\$180.00) per case as defined by charge for representation up through and including initial resolution, exclusive of transcription or expert costs. There is no additional fee requirement for jury trials nor for the first six appeals in any calendar year.

This fee represents professional legal services for charges managed, but also covers time and conferencing as required by the City. These requirements include monthly progress reports in printed and electronic format showing client name, client offenses, case number(s), hearing dates and outcomes. (See attached example.) Quarterly progress conferences with the City's representative to review performance, develop and monitor performance benchmarks and review issues of common concern, as well as professional consulting fees for court or City review, revision or enhancement of the operating performance of judicial functions are also included. Attorney fees for the first six appeals to Superior Court are also included in this fee.

Additional services not mentioned in the request for proposals, but which are required for adequate public defense, are proposed as follows:

Cases assigned subsequent to initial resolution and prior to completion of probationary requirements, exclusive of appeals, would be billed at a flat rate of fifty dollars (\$50.00).

Telephone consultations held pursuant to "critical stage advice" requirements outside of business hours (commonly referred to as the 3am 'dui call') would be billed at a flat rate of fifty dollars (\$50.00).

The seventh and subsequent appeal as measured in any calendar year, will be billed at an hourly rate of seventy dollars (\$70.00) per hour. This number is one third of Mr. Schlotzhauer's current hourly fee.

These fees are based upon the current municipal court schedule at King County District Court, East Division. Should additional days be required on a per diem basis, an additional two hundred fifty dollar (\$250.00) per half day fee would apply. Should additional court days require the presence of the public defender as a matter of course, an additional appearance fee of one hundred fifty dollars (\$150.00) per half day would be added to the monthly invoice.

ALTERNATIVE COST PROPOSAL

A flat rate of ten thousand dollars (\$10,000.00) per month is proposed as an alternative to the required cost structure above. This rate is a slight reduction of our current monthly fee, and represents a continuation of our existing contractual relationship. It covers all services listed in the individual case rate above, but affords both the Firm and the City the advantage of a stable, expected cost/fee structure. Other service fees outlined above still apply.

COST OF LIVING ADJUSTMENTS

Both proposals are subject to annual cost of living adjustments (COLAs) which are to be calculated at the same rate as those applied to City of Shoreline personnel.

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CONTRACTUAL CHANGES

The following is a modification of the contract as attached to the City's Request for Proposals. All changes have been clearly marked, including additions, deletions and format changes. Many of the changes are merely clerical, and the rationale behind most are plain. The following, then, are clarifications of just those important changes that may not be as obvious.

- §3.B.:** ***End Dates Deleted:*** This section requires a clear completion date of matters assigned. Unfortunately, given the nature of criminal defense, and the varied circumstances around which our clients lives revolve, such a 'drop dead date' is not appropriate (nor ethically possible.)
- §§4.A,C:** ***Termination Timelines Modified:*** Arbitrary termination of counsel's representation in as little as fourteen (14) days is necessarily detrimental to the rights of the accused. Adequate timelines must be guaranteed to simultaneously protect the accused's right to effective representation and right to speedy trial. This modification allows for a balanced, fair termination clause equally split between the parties.
- §§5.A,B,C:** ***Complete Re-Write of Ownership of Documents:*** While the City's intellectual property rights may be appropriately protected by the boilerplate language deleted, it is not appropriate (nor legal) for attorney work product and client confidences to be made available to the City. While Shoreline (and all governmental entities that have the power to incarcerate an individual) must provide attorney services to those accused without economic resources, Shoreline remains merely the payor, not the client. This is a clear distinction, and much of our work product may be directly contrary to the interests of the City. This is a somewhat unfortunate byproduct of our adversarial system, the same system that requires the accuser to fund the protection of the accused. However, case law and ethical rules are clear, and the re-write of these sections were necessary.
- §§9,B,C:** ***Deletion of Auto and Premises Liability Insurance:*** These insurances in no way pertain to the work contracted, and should not be required by a professional services contract unrelated to their intended protections.
- Exhibit A:** ***Scope of Service:*** This exhibit was not included in the RFP, and is offered as a potential addendum to the contract. This remains negotiable prior to the execution of the final version.

Contract No.
Brief Description:

SHORELINE LOGO

**CITY OF SHORELINE
AGREEMENT FOR SERVICES**

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and The Schlotzhauer Law Group, PS, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to provide for primary public defense of indigent and nearly indigent individuals charged with crimes by the City of Shoreline and

WHEREAS, the City has selected The Schlotzhauer Law Group, PS to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$variable, negotiation dependant, including all fees and reimbursable expenses. Compensation will be adjusted for inflation effective the first day of each calendar year by the same percentage increase provided to the City's salaried employees for a cost of living adjustment.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER. Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term and Time of Completion.

- A. The term of this Agreement shall commence 1 January 2006 and ends at midnight on the 31st day of December, 2006.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving ninety (90) days notice to Consultant in writing.

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Deleted: B. The work, as described in Exhibit A, will be scheduled for completion by no later than the day of 20, ¶

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Deleted: In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement ¶ shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than ninety (90) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

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5. Ownership of Documents.

- A. All documents, recordings and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be considered confidential client files.
- B. All services performed under this Agreement will be conducted solely for the benefit of the accused and will not be used for any other purpose without written consent of the accused.
- C. The Consultant shall preserve the confidentiality of all documents and data accessed for use in Consultant's work product as governed by the Rules of Professional Conduct as promulgated by the Washington State Bar Association.

Deleted: All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.

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Deleted: Any information relating to the services will not be released without the written permission of the City.

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6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City and its officers, agents, employees and volunteers harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the acts, errors, or omissions of the Consultant, its agents or employees in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that 1) City shall be an additional insured and Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability insurance appropriate to Consultant's profession with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

If initialed, above insurance requirement is waived.

City Attorney

9. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Deleted: B. Commercial General

Liability insurance covering premises, operations, independent contractors liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.¶

If initialed, above insurance requirement is waived.¶

City Attorney¶

<#> **Automobile Liability** insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage. If initialed, above insurance requirement is waived.

City Attorney¶

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

James H. Schlotzhauer, Esq.
The Schlotzhauer Law Group, PS
1001 Fourth Avenue, Suite 3200
Seattle, Washington 98154
(206) 624-1533

Deleted: Consultant Name:

Deleted: Name of Firm:

Deleted: Address:

Deleted: Address:

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13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be (name and title): _____

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. Entire Agreement.

This agreement contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: James H. Schlotzhauer

Title: President

Date: _____

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Approved as to form:

By: _____

Flannary P. Collins

Assistant City Attorney

Attachments: Exhibits A, B, C

EXHIBIT A
Scope of Service – Primary Public Defense Services

The Consultant will provide legal representation for indigent (or nearly indigent) individuals charged with misdemeanor or gross misdemeanor offenses by the City's prosecuting attorney. The court assigns cases after the City's representative completes screening for indigence. This includes (but is not limited to):

- Arranging pre-hearing conferences
- Attending hearings
- Preparation and negotiation of pre-trial hearings
- Motion hearings
- Readiness hearings
- Bench and Jury Trials
- Appeals
- Scheduling Trials
- Preparing pleas and pleadings
- Counseling clients
- Conducting research
- Trial preparation
- Conducting trial representation
- Other work essential to providing ordinary legal representation for the accused after the Court's Order Appointing Counsel is presented up to and including initial conclusion of the matter.

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The consultant will provide and adequate number of defense counsel to efficiently manage the court calendar in a manner which avoids unnecessary delays in completing the calendar, or unnecessary periods in custody. Sufficient counsel shall be provided to represent defendants during vacation and illness.

Counsel associated, employed or contracted with the Consultant shall have the authority to perform the service set forth in this Scope of Services. The Consultant and all associates or attorneys who perform the services set forth in this Agreement shall be admitted to the practice pursuant to the rules of the Supreme Court of the State of Washington and will at all times remain members in good standing of the Washington State Bar. Individuals with the necessary legal education to provide legal representation under the Consultant's direct supervision pursuant to "rule 9" are allowed to provide representation under this scope of work.

The Consultant shall be responsible for this agreement, notwithstanding that other counsel may be employed or associated by the Consultant to perform services hereunder. The Consultant shall actively supervise associated and employed counsel through the term of this Agreement, and during any renewal and extensions, to ensure that all cases are promptly and effectively handled from the time of appointment until the conclusion of Consultant's representation of assigned clients.

The Consultant will represent all assigned defendants unless the Rules of Professional Conduct prohibit representation. When the Rules of Professional Conduct prevent representation by the Consultant, the client shall be referred to the City's Conflict Public Defense Attorney for future legal representation.

Representation will extend through initial disposition of the client's matter. Upon conclusion of the Consultant's contractual relationship with the City, cases assigned prior to the contract term expiration shall be transferred to the new service provider as efficiently and practicable as possible, and within the guidelines and restrictions of the Rules of Professional Conduct. Cases in progress at the contract expiration or termination will be compensated at one hundred forty dollars (\$140.00) per hour until completed or transferred to the new service provider, whichever is most efficient and simultaneously allows for the protection of the rights of the accused.

Availability of "critical stage advice to clients will be available on a 24-hour day basis. Representation will be available on a regular basis at the King County District Court, East Division, Shoreline Courthouse.

The City shall provide to the Consultant, at no cost to the Consultant or the defendant, one copy of all discoverable material concerning each assigned case. This material shall include, where relevant, a copy of the abstract of the defendant's driving record. The City shall also provide the Consultant, at no cost, a copy of the Shoreline Municipal Code and any amendments to the Code adopted during the term of this contract.

The Consultant will provide the Shoreline Police Department a telephone number at which the Consultant can be reached for providing advice to defendants during the course of police investigations. The Consultant will also provide at its expense an introduction letter to each client at the beginning of representation. This letter will advise the client of his/her responsibilities, how to contact the attorney assigned to the case, and when to do so.

Compensation for these services shall be [to be negotiated].

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**EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER**

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address: _____

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, (including amendments)	\$ _____	
Previously Billed		\$ _____
Current Invoice Request		\$ _____
Total Payments Requested to date	\$ _____	
Contract Balance Remaining	\$ _____	

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

<i>For Department Use Only</i>	
Approved for Payment:	
City of Shoreline	Date: _____

**EXHIBIT C
CITY OF SHORELINE**

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:

_____ Corporation _____ Partnership _____ Government Agency

_____ Individual/Proprietor _____ Other (please explain)

TIN # ____ - ____ - ____

SS # ____ - ____ - ____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Date

Authorized Signature (required)